



## ‘Ya gotta knock on the door’

**A**s our market share of parcel delivery grows, some carriers may feel pressured to save time by leaving parcels on the doorstep or by simply leaving notices in the mailboxes for patrons to pick them up at the apartment manager’s office, without first attempting delivery at the patron’s door. In some locations, managers encourage this or, at a minimum, turn a blind eye to it, all in the name of “making the numbers.” Some carriers have bought into this dereliction of duty at their own risk.

The regulations for parcel delivery are found in Section 32 of the *M-41*, a copy of which should be at every carrier case. For foot routes, *M-39*, Section 321. 4 states in part:

...If a parcel does not fit completely within the mail receptacle or parcel locker (when available), determine if someone is available at the address by ringing the doorbell or knocking on the door. If no one is available to receive the parcel, follow the procedures in 322.311 and 322.312.

For motorized routes, *M-39*, Section 322.31 has virtually the same language.

These instructions make it very clear that when a parcel is too large for the mailbox (or parcel locker), delivery must be attempted at the customer’s door. Only when no one is available to receive the parcel are carriers authorized to leave the parcel in a protected location or leave a notice. Section 322.311 states:

### **When the Carrier Is Authorized to Leave Ordinary Parcels**

a. Parcels must not be left in an unprotected location such as a porch unless the mailer participates in the carrier release program by endorsing the package “Carrier-Leave If No Response” or the addressee has given written directions for an alternate delivery location. Examples of protected locations are a locked vestibule, locked hallway or with the doorman of an apartment building, inside a storm door of a residence, etc.

Section 322.12 contains the instructions for completing a PS Form 3849 Delivery Notice/Reminder/Receipt.

Thus, carriers may leave parcels in a protected location, such as at the manager’s office of an apartment building or complex (where authorized), but only *after* first attempting delivery at the customer’s door.

There are only two circumstances when carriers may leave a parcel in an “unprotected” location: when it is

endorsed by the mailer (“Carrier, leave if no response”), or if the addressee has given written instructions for delivery to an alternate location. In either case, carriers cannot leave parcels where they may be exposed to inclement weather.

**As with other practices I’ve written about in previous articles**, the local union should insist that management follow its own manuals. If management believes it’s a waste of time for carriers to attempt delivery before leaving a notice, they should re-write the *M-41*. But until they do, we should insist they follow it. As noted in a national-level settlement, M-01239, Step 4:

The issue in this grievance is whether Management violated the National Agreement by requiring letter carriers to leave non-accountable parcel post mail at the delivery address when the patron is not at home or unavailable to receive the parcel. During our discussions the parties agreed that the practice is moot because it has been discontinued.... Permanent adoption of this practice may only occur after the appropriate changes are made to handbooks and manuals by Article 19 of the National Agreement.

Some carriers may not be happy with this, as it could add delivery time to their already overburdened route. It also could make some of their customers unhappy if they have to request re-delivery or go to the post office to retrieve parcels that the carrier used to leave on their doorstep. However, Article 28, Section 2 of the National Agreement provides:

### **Loss or Damage of the Mails**

An employee is responsible for the protection of the mails entrusted to the employee. Such employee shall not be financially liable for any loss, rifling, damage, wrong delivery of, or depredation on, the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

Since postal regulations prohibit it, leaving a non-carrier-release parcel on the doorstep could be considered a failure to exercise reasonable care and the carrier could be held financially liable if the parcel is stolen or damaged. Be a professional. Don’t take that chance. If it takes longer and you are on the ODL or WAL, enjoy the extra overtime. If you are not, take this into account when you fill out your 3996 to request auxiliary assistance. ☒